

REMARKS / ARGUMENTS

The present Amendment is in response to the Office Action mailed November 22, 2005.

Claims 1, 6, 22, and 36 are amended, claims 28-35 were previously cancelled and new claim 40 is added. Claims 1-27 and 36-40 remain pending in view of the above amendments.

Please note that the following remarks are not intended to be an exhaustive enumeration of the distinctions between any cited references and the claimed invention. Rather, the distinctions identified and discussed below are presented solely by way of example to illustrate some of the differences between the claimed invention and the cited references. In addition, Applicants request that the Examiner carefully review any references discussed below to ensure that Applicants understanding and discussion of the references, if any, is consistent with the Examiner's understanding. Reconsideration of the application is respectfully requested in view of the above amendments to the claims and the following remarks. For the Examiner's convenience and reference, Applicant's remarks are presented in the order in which the corresponding issues were raised in the Office Action.

Examiner's Interview

Applicant's express their appreciation to the Examiner for conducting an interview with Applicants representative on January 26, 2005. This response includes the substance of the interview.

Rejection Under 35 U.S.C. § 112

The Office Action rejected claims 6-21 under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which

applicant regards as the invention. In particular, the Office Action indicated that the specification is inconsistent with the limitations of claim 6. The Office Action also indicated that it is unclear how the provider reserve account is not accessible to the provider.

Claim 6 has been amended to require that the credit is distributed between an operational account that is accessible to a provider and a reserve account that is not accessible to the provider. Claim 6 further requires that a portion of the credit in the reserve account is debited at least for service fees and then credited to the operational account after the claim is adjudicated by the carrier. *See e.g.*, page 30, line 20 – page 31, line 15.

As discussed at the interview, Applicant respectfully submits that these amendments clarify the issues raised by the Examiner and overcome the rejection under 35 U.S.C. § 112, second paragraph.

Rejections Under 35 U.S.C. §102

The Office Action rejected claims 1-5 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent 6,208,973 (*Boyer*). Anticipation requires that “[a] claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). The following discussion illustrates that *Boyer* does not anticipate claims 1-5.

As discussed at the interview, embodiments of the invention relate to payment of health care services using short term loans or advance payments. When a claim is submitted by a health care provider, a short term loan or advance payment is made to the health care provider prior to the carrier adjudicating the claim. The advance payment is made, as discussed at the interview,

by advancing a first portion of an advance payment to a first account and a second portion of the advance payment to a second account.

The health care provider has immediate access to the first account. Funds in the second account, however, are not accessible to the health care provider. In one example, the second account is debited for costs associated with the advance payment such as service fees, interest, and unpaid balances. After these costs have been debited and after the carrier has made payment on the claim, any remaining amount in the second account is then credited to the first account, which is accessible to the health care provider. Thus, a health carrier can receive payment for health care services prior to adjudication of the claims by the carrier using an advance payment that is distributed to two different accounts.

The amendments presented herein reflect the distribution of an advance payment to separate accounts as discussed at the interview. Support for the amendments can be found, for example, in the specification at: page 9, line 17 through page 10, line 11; page 14, line 12 through page 15, line 2; page 30, line 20 through page 31, line 4; page 31, lines 5-15; and page 33, lines 8-17.

Claim 1 has been amended to require in part:

transmitting, by the server system, claim information associated with the insurance claim to the payment entity, wherein, upon receiving the claim information, the payment entity advances a first portion of an advance payment to a first account accessible to the health care provider and a second portion of the advance payment to a second account prior to the carrier making payment on the insurance claim, wherein a remaining part of the second portion of the advance payment is credited to the first account after debiting the second portion for at least one of service fees, interest, or unpaid balances; and

As discussed at the interview, the payment entity advances the advance payment, prior to the carrier making payment on the claim, to two accounts: a first account accessible to the health

care provider and a second account that is not accessible to the health care provider. The second account can then be debited for service fees, interest, or unpaid balances. Any money remaining in the second account is then credited to the first account

Advantageously, this enables the health care provider to receive an advance payment on the claim rather than wait for the carrier to adjudicate the claim before receiving payment. The second account, which includes a portion of the advance payment, can be debited for service fees, interest, or unpaid balances and then a remaining part of the second portion is credited to the first account.

Boyer, in contrast, does not advance payment to a first account accessible to the health care provider and a second account that is not accessible to the provider. Nor does *Boyer* teach that the second account is credited to the first account after debiting the second account for service fees, interest, or unpaid balances. Rather, *Boyer* teaches that the Internet bank "transfers the healthcare provider's payable from the third party payor's account to a disbursement account . . ." See col. 11, lines 1-3. No teaching of transferring the healthcare provider's payable to a first and second account as required by claim 1 is present. *Boyer* further does not teach or suggest that the portion of the advance payment in the second account is debited for service fees, interest, or unpaid balances after which a remaining part of the advance payment in the second account is then credited to the first account.

For at least these reasons and for the reasons discussed at the interview, claim 1 overcomes the art of record and allowance is respectfully requested. Claims 2-5 overcome the art for at least the same reasons.

Rejections Under 35 U.S.C. § 103

The Office Action rejected claim 6-27, and 36-39 under 35 U.S.C. § 103(a) as being unpatentable over *Boyer* in view of Claimsnet.com and Official Notice.

As discussed at the interview, claim 6 has been amended to require:

distributing, by the financial entity, credit between an operational account that is accessible to a provider and a reserve account that is not accessible to the provider, wherein a portion of the credit in the reserve account is debited at least for service fees and then a remaining part of the portion of the credit in the reserve account is credited to the operational account after the claim is adjudicated by the carrier.

Claim 6 requires credit to be distributed between an operational account and a reserve account. The operational account is accessible to the provider while the reserve account is not accessible to the provider. The portion of the credit in the reserve account is debited at least for service fees as discussed above. A remaining part of the credit in the reserve account (after being debited at least for service fees) is then credited to the operational account (which is accessible to the provider) after the claim is adjudicated by the carrier.

Claim 6 further requires the credit to be made available in the operational account to the provider before the claim is adjudicated by the carrier. Further, the portion of the credit in the reserve account can be debited at least for service fees. As discussed above, this requirement is not taught or suggested by the art of record.

Although the Examiner suggests that it is well known in the art to have accounts that are accessible to a user and accounts that are not accessible to a user, there must be motivation to combine these teachings. The Examiner suggests that *Fleming* provides a system where a parent credit card account is linked to a child's account and that the motivation for including this feature is to ensure that a user does not overspend through a credit card and ensure there is available

credit to cover a user's charges. The parent is able to determine how the account is used, such as by preventing the child from making any purchases, while the parent is able to make purchases.

Assuming that there is motivation to combine *Boyer* and *Fleming*, the combination does not result in the claimed invention. For example, *Fleming* relates to supervising the usage of credit or debit cards (see abstract), which is substantially different from distributing credit to an operational account and a reserve account as required by claim 6. Ensuring that a parent can determine how a child's account is used does not teach or suggest a method of paying a health care provider where the credit is distributed to an operational account and a reserve account.

As discussed above and as discussed at the Interview, Applicants respectfully submit that *Boyer*, *Fleming* and/or Claimsnet.com alone or in combination do not teach or suggest that the reserve account is debited for at least service fees and that any remaining credit is credited to the operational account after the carrier adjudicates the associated claim.

For at least these reasons, Applicants respectfully submit that claim 6 overcomes the cited art and is in condition for allowance. The independent claims 22 and 36 have been similarly amended and are also believed to be in condition for allowance for at least the same reasons discussed above. The dependent claims 7-21, 23-27, and 37-39 are also overcome the art for similar reasons.

New claim 40 has been presented to the Examiner and discussed at the interview. As discussed at the interview, claim 40 is not taught or suggested by the cited art for at least the reasons discussed herein.

Conclusion

In view of the foregoing, and consistent with the tentative agreement reached during the Examiner Interview, Applicants believe the claims as amended are in allowable form. In the event that the Examiner finds remaining impediment to a prompt allowance of this application that may be clarified through a telephone interview, or which may be overcome by an Examiner's Amendment, the Examiner is requested to contact the undersigned attorney.

Dated this 31st day of January 2006.

Respectfully submitted,



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